

SECRETIAL HANDLING

9040-63-797

Copy No. 2

SECRET*File in
"Contract" folder
BT 1943*

18 October 1963

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TO:

Enclosed are two (2) copies of Invoice No. 4 covering costs from Inception through 27 September 1963 for Project 9045 which we are submitting for your approval and payment.

In accordance with agreements reached with you, we are directing the original and one (1) copy of the invoice to your attention and by copy of this letter forwarding one (1) copy to the attention of

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Enclosed are the fully executed copies of the NOTICE OF ASSIGNMENT (Attachment 1) and the ASSIGNMENT OF MONIES DUE AND TO BECOME DUE (Attachment 2). Also enclosed is a copy of letter which indicates the distribution (Attachment 3). Copies of the NOTICE OF ASSIGNMENT have been sent to the bank.

Very truly yours

25X1A

DJ:cm

Enclosures - Attachment 1 - original and 2 copies
Attachment 2 - 1 copy
Attachment 3 - original and 1 copy
Invoice No. 4 - original and 1 copy

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cc: - 1 w/enclosures: Attachment 1 - original and 1 copy
Attachment 2 - 1 copy
Invoice No. 4 - 1 copy

DOCUMENT NO. _____
NO CHANGE IN CLASS. ☒
☐ DECLASSIFIED
CLASS. CHANGED TO: TS S C
NEXT REVIEW DATE: 2011
AUTH: HR 70-2
DATE: 20/7/81 REVIEWER: 064540

SECRET**SPECIAL HANDLING***legged*

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G-84

ASSIGNMENT OF MONIES DUE AND TO BECOME DUE
(U.S. Government Contracts)

WHEREAS THE ASSIGTOR
A Delaware Corporation

with its principal place of business in Luxington, Massachusetts (herein called the "Assignor") has entered into an agreement with the United States of America acting through Aeronautical Systems Division, ASD-5, Wright-Patterson Air Force Base, Ohio

evidenced by a certain contract dated September 4, 1963, known as AF33(657)-12523, any letter of intent, letter of award, letter of acceptance of bid or proposal, informal or incomplete contract, order, authorization to commence performance or other similar instrument or communication made or received by the Assignor in anticipation of or in connection with said contract and any amendments thereof or supplements thereto (all collectively herein called the "Contract"); and

WHEREAS The First National Bank of Boston, a national banking association with its principal place of business in Boston, Massachusetts, (herein called the "Bank") requires that the payment to it of all indebtedness of the Assignor, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising (herein called "Bank Debt") be secured by the assignment to the Bank of all rights of the Assignor, now existing or hereafter arising, to monies due and to become due (herein called, respectively, "Accounts" and "Contract Rights") under the Contract and by other security as herein provided;

N O W T H E R E F O R E:

1. To secure the payment of Bank Debt, the Assignor hereby assigns and transfers to the Bank all Accounts and Contract Rights arising under the Contract, the proceeds thereof and in any case where an Account arises from the sale of goods the interest of the Assignor in such goods and their products and proceeds; but no security interest in goods in favor of the Bank shall arise hereunder in any case where such interest would conflict with any title to or lien upon the goods in favor of the United States of America arising from progress, part or complete payment therefor.
2. The Assignor hereby authorizes and directs the United States of America to pay all Accounts arising under the Contract direct to the Bank by checks or other orders payable to the order of the Bank and irrevocably constitutes and appoints the Bank its true and lawful attorney, with full power of substitution, in its name or in the name of the Bank or otherwise, to ask, require and demand and to receive and give acquittance for any such payment and to endorse the name of the Assignor to any check, draft or other order for the payment of money payable to the Assignor received as such payment.
3. The Assignor agrees that if it shall receive any payment under the Contract, such payment shall be delivered forthwith to the Bank in the form received, and until so delivered the Assignor shall hold such payment in trust for the Bank and shall not commingle it with other funds or property of the Assignor.
4. The Assignor warrants that it is the lawful owner of all rights under the Contract, that it has good right to assign the same and that the same are free from any lien or other security interest and agrees that it shall defend the same against the claims and demand of all persons.
5. The Assignor agrees to furnish to the Bank copies of all invoices submitted to the United States of America for services rendered or goods sold and delivered pursuant to the Contract and further agrees that it will execute and deliver all such further instruments and shall take such further action as the Bank may from time to time reasonably request in order to carry out the provisions and intent of this agreement.
6. This instrument is intended to take effect as a sealed instrument, shall be binding upon the Assignor, its successors and assigns, shall inure to the benefit of the Bank, its successors and assigns, and shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be duly executed this 10th day of September, 1963.

Att

Secretary

Clerk

(Corporate Seal)

By

Next 1 Page(s) In Document Exempt